



YOUR PARTNER FOR  
SOLID WASTE SOLUTIONS

January 20, 2016

**MEMORANDUM**

**TO:** Mayor Mary Lou Berger, Chair  
and Solid Waste Authority Board Members

**SUBJECT:** Becker & Poliakoff - Legislative Representation  
Services Agreement #13-221

**RECOMMENDATION:** Authorize the Executive Director to execute  
Amendment No. 1 to the Agreement for  
Professional Legislative Representation Services  
between Becker & Poliakoff and the Solid Waste  
Authority exercising the three year term extension  
as provided for in the Agreement, subject to Legal  
Counsel review and approval.

**BACKGROUND:**

The above referenced Agreement provides for a three-year (3) term with an option to extend for an additional three (3) years. It is staff's recommendation that this option for extension be approved which has been the policy of the Board in the past. The initial three-year (3) term of the above referenced Agreement expires on February 28, 2016. Staff also recommends increasing the annual contract amount from \$57,500 to \$63,000 to allow the firm to provide us with additional representation locally on governmental issues, as well as in Tallahassee.

This extension will allow the Authority to maintain an active role in the legislative process on matters such as renewable energy, recycling and solid waste regulation, special assessments and general governmental issues.

**BUDGET IMPACT:** None. Sufficient funds are available in the approved budget.

**ATTACHMENTS:** Amendment No.1 to the Agreement for Professional  
Legislative Representation Services between the  
Solid Waste Authority of Palm Beach County and  
Becker & Poliakoff.

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**REVIEWS:**

Director: \_\_\_\_\_, Date: \_\_\_\_\_

Chief Officer: Maureen, Date: 1/20/16

Chief Financial Officer:  
(as required) \_\_\_\_\_, Date: \_\_\_\_\_

Legal Counsel:  
(as required) Maureen, Date: 1-27-16

Managing Director: Maureen, Date: 1/20/16

Executive Director: Mark M, Date: 1/21/16

**AMENDMENT #1 TO THE AGREEMENT  
FOR PROFESSIONAL SERVICES BETWEEN THE SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY AND BECKER & POLIAKOFF, P.A.  
DATED THE 1<sup>st</sup> DAY OF MARCH, 2013**

*This First Amendment*, dated the February 10, 2016, to the Agreement for the above written services, Agreement No. 13-221, between the Solid Waste Authority of Palm Beach County (hereinafter referred to as AUTHORITY), and Becker & Poliakoff, P.A. (hereinafter referred to as CONSULTANT).

*Whereas*, both parties desire to extend the term of the Agreement for three (3) additional years as provided in Article 1 of the original Agreement; and,

*Whereas*, both parties desire to modify the CONSULTANT'S Fee Schedule, Exhibit B; and,

*Whereas*, the AUTHORITY desires the CONSULTANT to continue to perform the services as may be specifically designated and authorized by the AUTHORITY; and,

*Now, therefore*, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Article 1 – Effective Date, the AUTHORITY and the CONSULTANT mutually agree to extend the Agreement for the above written services for a term of three (3) years effective March 1, 2016 through February 28, 2019.

The AUTHORITY and CONSULTANT mutually agree to remove the current Fee Schedule, Exhibit B, in its entirety and replace it with the attached revised Fee Schedule, Exhibit B. The revised rates in the Fee Schedule, Exhibit B are effective March 1, 2016.

All other provisions of the Agreement for the services as written above dated the 1st of March, 2013 shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

*In Witness Whereof*, the Executive Director of the AUTHORITY has made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Becker & Poliakoff, P.A. as of the day and year above written.

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:**

Witness:

1. \_\_\_\_\_  
2. \_\_\_\_\_

By: \_\_\_\_\_  
Mark Hammond  
Executive Director

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_  
General Counsel to the Authority

**BECKER & POLIAKOFF, P.A.:**

Attest:

\_\_\_\_\_  
Corporate Secretary

By: \_\_\_\_\_  
Signature  
(Corporate Seal)

Witness:

1. \_\_\_\_\_  
2. \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Approved by Authority Board on February 10, 2016, Item xxx

**FEE SCHEDULE**

1. Services for the Agreement No. 13-221 shall be billed on a monthly retainer format for lobbying services only as follows:

Effective March 1, 2016, provide monthly billing in the amount of **\$5,250.00**, which equates to **\$63,000.00** annually. Monthly retainer shall be inclusive of all expenses for lobbying efforts only.

2. In the event the AUTHORITY requires the CONSULTANT to perform services other than lobbying and/or specifically stated in the Scope of Work, Exhibit A, the AUTHORITY reserves the right to negotiate hourly rates, lump sum or not-to-exceed amount, reimbursable expenses on a per-project basis on an individual CSA in accordance with Article 2 - Services to be Performed by CONSULTANT and Article 3 - Compensation.

Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes and Article 3 - Compensation.

3. Ninety (90) days prior to each annual anniversary of the Agreement and in accordance with Article 12 - Availability of Funds, the AUTHORITY shall review the annual budget, for item 1 above to ascertain the appropriate amount for the coming year. Revisions to this Exhibit B shall be in accordance with Article 23 -Modification.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**